

72096 BOOK 123

MORTGAGE

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This Indenture, Made this 27th day of November, 1959 between
Kenneth L. Klingenberg and Anna Louise Klingenberg, husband and wife
 of Lawrence, in the County of Douglas and State of Kansas
 part 1st of the first part, and Jerry Rogers and Jane Rogers, husband and wife
 part 2nd of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of
Eleven hundred seventy five - - - DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by
 this Indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 2nd of the second part, the
 following described real estate situated and being in the County of Douglas and State of
 Kansas, to-wit: Lot Thirty (30) of Learnard's Subdivision of a portion of
Block Five (5) of South Lawrence, an Addition to the City of Lawrence,
in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are lawful owners
 of the premises above granted, and of a good and indefeasible estate of inheritance therein, free and clear of all mortgages, except
 mortgage to Lawrence Building & Loan Assn. dated 11-27-59 for \$4,750.00
 recorded in Register of Deeds office, Lawrence, Ks., on Page 568-9, Book 123
 and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of this Indenture, pay all taxes
 and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will
 keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and
 directed by the part 1st of the second part, the loss, if any, made payable to the part 1st of the second part to the extent of their
 interest. And in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable or to keep
 said premises insured as herein provided, then the part 1st of the second part may pay said taxes and insurance, or either, and the amount
 so paid shall become a part of the indebtedness secured by this Indenture, and shall bear interest at the rate of 10% from the date of payment
 until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Eleven hundred seventy-five
 DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 27th
 day of November, 1959, and by its terms made payable to the part 1st of the second
 part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the
 said part 1st of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event
 that said part 1st of the first part shall fail to pay the same as provided in this Indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged.
 If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real
 estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real
 estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute
 and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this Indenture
 is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for
 the said part 1st of the second part to take possession of the said premises and all the improvements
 thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom, and to
 sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to
 retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be,
 shall be paid by the part 1st making such sale, on demand, to the first part 1st.

It is agreed by the parties hereto that the terms and provisions of this Indenture and each and every obligation therein contained, and all
 benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives,
 assigns and successors of the respective parties hereto.

In Witness Whereof, the part 1st of the first part have hereunto set their hand and seal 27th day and year
 last above written.

Kenneth L. Klingenberg (SEAL)
Anna Louise Klingenberg (SEAL)
 (SEAL)

STATE OF KansasDouglas

COUNTY,) ss.

BE IT REMEMBERED, That on this 27th day of November, A. D. 1959

before me, a notary public in the aforesaid County and State,
 came Kenneth L. Klingenberg and Anna Louise
Klingenberg, husband and wife

to me personally known to be the same persons who executed the foregoing instrument and duly
 acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and
 year last above written.

My Commission Expires July 11, 1961E. J. Coy

Notary Public

Recorded: December 2, 1959 at 3:30 P.M.

Harold A. Beck Register of Deeds

For Release See Book 152 Page 354